Application Serial No. 10/029,159
Amdt. dated August 26, 2004
Reply to Office Action of May 27, 2004

REMARKS/ARGUMENTS

In the above-mentioned Office Action, all of the pending claims, claims 21-35, were rejected.

Claims 21-35 were rejected under Section 102(e) over *Shin et al.*

The Applicant believes that *Shin et. al.* fails to disclose the recited invention. For example, *Shin et. al.* does not disclose use of a locking requirement to lock in content data in a user device. Neither does *Shin et. al.* disclose use of a lock requirement for content to be locked in the user device for a specified period of time or a specified amount of usage. Instead, Shin et al. discloses the use of a locking condition for opening electronic documents and/or text messages and for the security of the electronic documents and/or text messages.

The Applicant highlights some significant differences in the use of the term and/or concept "locking requirement" and "locking option" in the instant application, and the term and/concept "locking function", and "locking condition" in the *Shin et. al.* reference. In as much as this is one of the key aspects that distinguish the claims of the instant invention over prior art, the Applicant respectfully traverses the Examiners' rejection.

As specified, locking requirement is used as follows, for example, in the following portions of text from the instant specification:

- On page 22, line 17-22 of the instant specification, the locking requirement allows "
  content associated with a business entity to be locked in the user device 12 for a specified

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period of time or a specified amount of usage. When the user accepts the terms, the

business entity is assured that the content will fulfill its promotional or advertising goals

for the specified period of time of the specified amount of usage."

- On page 8, lines 15-17 of the instant specification, the locking requirement, "comprise a specified amount of usage time for the user device 12, a specified number of usages of the content, or any other suitable requirement".

- On page 9, lines 12-14 of the instant specification, locking requirement ".....locks the content data 26 in accordance with a locking requirement.....".

- On page 22, line 1-2 of the instant specification, the locking requirement "locks the content ....until the specified locking requirement has been met".

- On page 9, lines 16-18 of the instant specification, "when the locking requirement has been met......the content data 26 is unlocked"

The term/concept "locking function" and "locking condition" as used in *Shin et. al.* is very

different from the use of the term/concept "locking requirement" and "locking option" in the

instant specification. Portions of text from *Shin et. al.* that illustrate this are reproduced below:

- In paragraph 0002 of *Shin et. al.*, locking condition is a "the condition for opening and reading the electronic documents and/or text message".

- In paragraph 0023 of *Shin et. al.*, locking condition is "the date on which the electronic document can be open, the specified reader or questions for quiz can be provided"

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In order to further illustrate the differences between the claims in the current invention and the

subject matter described in the *Shin et. al.* reference, relevant portions of text from both are noted

below.

- instant specification, page 17, line 15-16

- instant specification, page 2, line 10-12

- instant specification, page 2, line 18 – page 3, line 2

- instant specification, page 3, line 4-10

- instant specification, page 8, lines 7-17

- instant specification, page 21, lines 3-7

- instant specification, page 22, lines 1-2

- *Shin et. al.*, paragraph 0002, "The present invention.....and/or text message is specified."

- *Shin et. al.*, paragraph 0010, "............allowing the reader to read the locked document

  if the locking condition is satisfied and displaying the locking guide message if the

  locking condition is not met......"

- *Shin et. al.*, paragraph 0023, "The locking function selection........ quiz can be

  provided....."

- *Shin et. al.*, paragraph 0026, "FIG. 3C is a flowchart of a.... to open and read the

  document"

With respect to claim 21, the steps of selecting and notifying the network have been removed.

With respect to claim 21, Shin et. al does not disclose the step of "receiving at the network-based device an indication of selection of which of the plurality of content is to form the selected content". This can be seen from the text reproduced below from *Shin et. al.*:

> "...there is provided a method of applying the locking function to an electronic document...........comprising the steps of (1) preparing an electronic document and (2) reading the electronic document......" (*Shin et. al.*, paragraph 0010)

> "The method of applying a locking function can also be employed in the transmission/reception of text messages through mobile phones......" (*Shin et. al.*, paragraph 0011)

> "Fig. 3A is a flowchart showing a process for applying a locking function to an electronic document........" (*Shin et. al.*, paragraph 0024)

> "Fig. 3B is a flowchart of a process of transmitting the locked document shown in Fig. 3A....." (*Shin et. al.*, paragraph 0025)

With respect to claim 21, Shin et. al does not disclose the step of "presenting at least a first locking requirement associated with the selected content, the indication of selection of which is received during said operation of receiving". This has already been thoroughly explored in the analysis described in the above paragraphs.

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With respect to Claim 21, Shin et. al does not disclose the step of "providing the selected content

to the wireless mobile device together with the at least the first locking requirement to permit the

selected content to be operated upon pursuant the at least the first selected locking requirement".

The following text reproduced from *Shin et. al.* illustrates this:

> "The present invention relates to a method of applying locking function to an electronic
>
> document and/or a text message transmitted through the network, such as an electronic e-
>
> mail (e-mail) or message posted up on the bulletin, by which the security of the electronic
>
> document and/or text message is ensured and the condition for opening and reading
>
> electronic documents is specified." (*Shin et. al.*, paragraph 0002)

Claim 22 has been amended to being an independent claim. The previous submission had an

error and had claim 22 dependent from claim 1, a canceled claim. Claims 26 and 27 amended,

claims 31-32 are canceled, claim 33 now depends from independent Claim 22, claim 35 is

amended and claims 36 thru 42 are new. Claim 36 is an independent claim and claims 37-38

depend from it, claim 39 is an independent claim and claims 40-41 depend from it, and claim 42

is an independent claim.

In light of the foregoing illustration of how the claims in the instant application distinguish over

the *Shin et. al.* reference, the Applicant believes that all claims are in condition for allowance.

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The Applicant respectfully requests reconsideration in light of the differences that have been

illustrated herewith and further requests allowance of all claims.

No new matter has been added.

The Applicants can be reached at the telephone number listed below should the Examiner have

any questions or need any clarification.

Respectfully submitted,

Applicants

Dated: August 26th, 2004   By _____

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